



June 26, 2017

David J. Reynolds
Commissioner
City of Chicago
Department of Fleet and Facility Management
30 N. LaSalle St., Room 300
Chicago, IL 60602

John T. Hooker
Chairperson

Matthew Brewer
Craig Chico
Mark Cozzi
Dr. Mildred Harris
Meghan Harte
John G. Markowski
Cristina Matos
Francine Washington
Board of Commissioners

Eugene Jones, Jr.
Chief Executive Officer

**Re: Contract No. 12032, Intergovernmental Agreement("IGA")
between the City of Chicago ("City") and the Chicago Housing
Authority("CHA") to provide High Volume and Specialty
Printing Services**

Dear Mr. Reynolds:

Enclosed are two fully executed original copies of Contract No.12039 between the City of Chicago ("City")., and Chicago Housing Authority ("CHA") for the above mentioned services. The total compensation amount for the two (2) year base term, is an amount not to exceed ("NTE") \$515,043.00, and three additional one (1) year option terms in an amount NTE \$260,553.00 each, for a total contract aggregate amount of \$1,296,702.00.

Under this agreement, Contract No. 12032 term shall expire on December 31, 2018.

Should you have any questions, please contact Dorthea Lovelace at 312-786-3198 or via email at dlovelace@thecha.org

Sincerely,

Dionna Brookens
Chief Procurement Officer
Department of Procurement and Contracts

Cc: Darlena Burnett(GS)
Paul Wright (OGC)
Sean Shumard (DPC)
Contract File 12032

Chicago Housing Authority
60 E. Van Buren
12th Floor
Chicago, IL 60605

o 312-742-8500

www.thecha.org

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHICAGO
HOUSING AUTHORITY AND THE CITY OF CHICAGO DEPARTMENT OF
FLEET AND FACILITY MANAGEMENT FOR PRINTING SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by and between the Chicago Housing Authority (the "CHA"), a body politic and corporate and a municipal corporation organized under the Illinois Housing Authority Act, 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois 60605, and the City of Chicago (the "City"), a municipal corporation and home rule unit of government under article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Fleet and Facility Management ("2FM") of the State of Illinois. The CHA and the City are sometimes collectively referred to as the "Parties", and each a "Party").

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the CHA and the City are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, both the City and CHA have printing operations and the capacity to produce a variety of printed materials; and

WHEREAS, the CHA may sometimes lack the capacity or equipment to fully satisfy its regular high-volume and specialty printing demands and requests, and the City can fulfill such printing demands and requests of the CHA (including without limitation, high-volume, color or other specialty jobs) that require the type of equipment operated by the City; and

WHEREAS, the City has agreed to complete and fulfill some of the CHA's high-volume, specialty, typesetting and other print services and jobs pursuant to this Agreement; and

WHEREAS, the CHA and the City, by this instrument, desire to memorialize their respective obligations and responsibilities regarding the provision of printing services to each other;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

1. **Recitals.** The above-mentioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

2. **Agreement.** The Parties agree to the following terms:

- A. The City will provide typesetting and print services for the CHA in cases in which the CHA has backlog of print jobs or for which the CHA may not currently have available the necessary supplies to perform the required print work. The type of printing performed by the City for the CHA will include, but not be limited to, the printing of envelopes and carbonless (NCR) print orders.
- B. The City will provide the CHA the services, supplies, amenities and/or other equipment or resources necessary to complete the color or other specialty jobs ordered by the CHA, e.g., the production of calendars.

3. **Remuneration and Payment.**

In consideration of the City's complete and satisfactory performance and provision of the Services and related activities herein, the CHA shall pay the City compensation for services performed and delivered during the Base Term in the not-to-exceed amount of Five Hundred Fifteen Thousand Forty-Three and 00/100 Dollars (\$515,043.00) (hereinafter the "Total Compensation").

It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount, which includes all reimbursable expenses (if any), is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional work or expenses.

By CHA to City. For and in consideration of the City providing the CHA printing services pursuant to the Agreement, the CHA shall pay the City as provided on the attached fee schedule attached hereto as Exhibit A and made a part hereof.

The City will bill the CHA for the printing services and expenses on the first (1st) of each month and the CHA shall remit payment to the City within thirty (30) calendar days of the CHA's receipt of an invoice. Information included with the invoice shall include at a minimum; date the Job Order was placed, the Job Order Number and the price.

4. **Term and Options.** Pursuant to the respective authorizations of each Party's Board or equivalent governing body, this Agreement between the CHA and the City shall become effective upon written execution by the authorized representative(s) of both Parties. This Agreement is a legal, valid and binding agreement, enforceable by and against the each of the Parties, in accordance with its terms.

This Agreement shall be deemed effective as of January 1, 2017 and shall continue in effect for an initial term of two (2) years, running through the date of December 31, 2018 (the "Base Term"). The Parties may renew the Agreement by mutual agreement for up to three (3) 1-year option periods.

Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions hereof and any extension or modification shall not become effective until executed by both Parties in a writing.

5. **Termination.** Either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days' written notice to the other Party. In the event of the termination of this Agreement, at the expiration of the notice period, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect.

6. **General Provisions.**

- A. **Governing Law and Venue.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- B. **Default.** The City shall be in default hereunder in the event of a material breach, except as set forth in Section 6.5, by the City of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the City has failed to cure such breach within ninety (90) days after written notice of breach is given to City by the CHA, setting forth the nature of such breach. Failure of CHA to give written notice of breach to the City shall not be deemed to be a waiver of the CHA's right to assert such breach at a later time. Upon default by the City, the CHA shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the City.

The CHA shall be in default hereunder in the event of a material breach, except as set forth in Section 6.5, by the CHA of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the CHA has failed to cure such breach within ninety (90) days after written notice of breach is given to the CHA by the City, setting forth the nature of such breach. Failure of the City to give written notice of breach to the CHA shall not be deemed to be a waiver of the City's right to assert such breach at a later time. Upon default by the CHA, the City shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the CHA.

- C. Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- D. Binding Successors. The CHA and the City agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- E. Force Majeure. Neither the CHA nor the City shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- F. Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Parties.
- G. Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE CHICAGO HOUSING AUTHORITY:

Chicago Housing Authority
Attn.: Chief Procurement Officer
60 East Van Buren Street
Chicago, IL 60605

with a copy to:

Chicago Housing Authority
Attn.: Office of General Counsel
60 East Van Buren Street
Chicago, IL 60605

TO THE CITY:

Department of Fleet and Facility Management
30 North LaSalle, Room 300
Chicago, IL 60602
Attention: Commissioner

with a copy to:

Joseph Maul
121 North LaSalle, Room 3M
Chicago, IL 60602

- H. Entire Agreement. This Agreement constitutes the entire agreement between the CHA and the City, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.
- I. Counterparts. This Agreement is comprised of several identical counterparts, each to be fully executed by the Parties and each to be deemed an original having identical legal effect.

7. Authority.

Execution of this Agreement is authorized by 2-51-050 (o) of the Municipal Code, and by a resolution of the Chicago Housing Authority on January 17, 2017.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date, by the proper persons, as set forth below.

EXECUTED BY
CHICAGO HOUSING AUTHORITY:



EXECUTED BY
CITY OF CHICAGO



Name: David J. Reynolds

Commissioner
Department of Fleet and Facility
Management of the
City of Chicago

This 27th day of June A.D.
2017.

This 5 day of MAY A.D.
2017.

Approved as to Form and Legality
Chicago Housing Authority
Office of the Chief Legal Officer

By: _____
Name: _____
Title: _____

